



Use Separate Envelope For Each Bid
Bids will not be considered unless returned on this original form.

Invitation To Bid

JOHNSON COUNTY PURCHASING AGENT
211 N. CHURCH STREET
MOUNTAIN CITY, TN 37683
Phone: (423) 727-7861

Requisition # 35652

Bid Name Asphalt Products 23-4

SEALED BIDS will be received by the Johnson County Purchasing Agent until the date shown below for articles specified below, and under the following conditions, unless otherwise specified by the Johnson County Purchasing Agent. Prices quoted must include all transportation charges, packing, and drayage. Bids must be free from alteration, or erasures, and all pages must be signed in ink by individual or firm making bid. Carefully review all sections before submission. Incomplete documents may be rejected. You may include other documentation for review inside sealed bid envelope. The Purchasing Agent/Committee and/or the Johnson County Commission, reserve the right to reject any or all bids, to request additional information from all proposers, to use any ideas presented in proposals, and to negotiate with one or more of the finalists regarding terms of the engagement. Johnson County, TN intends to select the company that, in its opinion, best meets the County's needs. All proposals become the property of Johnson County, TN when submitted, and will not be returned.

Address the outside of the envelope & return to: Johnson County Purchasing Agent
Dustin Shearin
211 N. Church Street
Mountain City, TN 37683

***Note:** Plainly mark the Return Name and Address of the Proposer, the above Requisition Number, & Bid Name on the outside of the sealed envelope. The Purchasing Agent reserves the right to include any potential bid packages even if not plainly marked as such. Any potential bid packages that are not plainly marked are considered VOID if mistakenly opened prior to the scheduled bid opening meeting.

Awards for purchases will be made per individual project needs throughout the fiscal year from the bidder who meets the requirements of this solicitation and has submitted the lowest and best responsive bid according to specifications set here within. Johnson County will accept the bid(s) of all responsive and responsible vendor solicitations as back-up bid pricing in case product availability changes at any time by the lowest and best responsive vendor. All purchase orders utilizing the bids of awarded vendors will be based upon availability, most recent price, distance, & product quality. Johnson County has final determination on if products meet Road Superintendents minimum quality, standards, and/or specifications. No guarantee of purchases in any amount from any vendor. Awarding of this bid to the successful bidder(s) is contingent upon approval by all necessary involved parties. ***Bid results will be made available upon request. ***

Please feel free to call Johnson County Purchasing Agent, Dustin Shearin with any questions you may have.
(423) 727-7861

Bid On: Hot Mix Asphalt & Related Materials (State Aid & County Projects)
(Description on Page 2)

For: Johnson County Highway Department

Sealed Bids will be accepted until: June 22nd, 2023; 2:00 PM EST (Using Purchasing Agents Clock)

Date/Time of Bid Opening Meeting: June 22nd, 2023; 2:00 PM EST (Bid Opening Meeting is subject to Date & Time Changes, when deemed necessary by the Purchasing Agent. An attempt will be made to notify all known involved parties, and a "Notice of Meeting Change" will be posted at www.johnsoncountyttn.gov and at meeting location reflecting new meeting date/time.)



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Bid Name Asphalt Products 23-4

DESCRIPTION OF GOODS/SERVICES WANTED

Hot Mix Asphalt & Related Materials

Specifications: Request for bid pricing, beginning July 1, 2023 thru June 30, 2024 (Fiscal Year) to furnish the following Hot Mix Asphalt & Related Materials to Johnson County as needed and requested per the following information.

1. Indicate your terminal (Pick-Up) locations:

*** Please note, Johnson County will determine final cost per ton based upon the current County approved mileage rate to determine which vendor to use per job location in order to provide the best overall value when comparing product costs vs. distance to product Pick-Up location. No guarantee is given to vendors as to a minimum tonnage that will be purchased by Johnson County, TN.**

2. Does your business offer options for delivery to Johnson County? (Yes/No) _____

*If yes, please include bid pricing for both pick-up and delivery options below.

3. Items must meet all State of Tennessee and/or Johnson County Specifications. Material test results shall be made available upon request. Asphalt Materials shall remain up to the standards as set forth by the Johnson County Road Superintendent and/or State of Tennessee. If at any time either of these parties deems any bid material to be unacceptable, Johnson County reserves the right to use another appropriate vendor until such time unacceptable materials reach desired requirements. Desired minimum requirements shall be verified through an independent test report.

4. Prices quoted must include all charges including loading charges (Where Applicable) if picked up at your terminal; but excluding all tax charges.

5. Items bid must be made available upon request during the entire contract period. Vendor must keep items stocked and readily available for pick-up within the response time indicated below.

Response Time for Items Bid:

(A) Delivered response time (from order date) _____ Days.

(B) Picked Up response time (from order date) _____ Days.



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Bid Name Asphalt Products 23-4

6. Escalation Clause: Are prices bid firm or subject to change during the contract period?

Firm: _____ (yes or no) or Subject to change: _____ (yes or no)

If your bid prices are subject to change you must agree to notify the Purchasing Department in writing at least five (5) days prior to any increase and/or decrease.

7. List any special services and/or inventory you may offer, if any: _____

A separate sheet may be used to list all services/materials offered and their associated costs, if applicable.

8. Will you allow for other government agencies to piggyback off of this proposal? (Yes/No) _____

Bid Pricing:



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Bid Name Asphalt Products 23-4

(New) Asphalt Per Ton:

- ❖ Bituminous Plant Mix Base (Hot Mix), Grade C (M108.03) 307C
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____
- ❖ Asphaltic Concrete, Grade D (M108.02) 411D
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____
- ❖ Asphaltic Concrete, Grade E (M108.02) 411E
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____

(Recycled Asphalt) "RAP" Per Ton:

- ❖ Bituminous Plant Mix Base (Hot Mix), Grade C (M108.03) 307C
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____
- ❖ Asphaltic Concrete, Grade D (M108.02) 411D
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____
- ❖ Asphaltic Concrete, Grade E (M108.02) 411E
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____

Cold Mix Per Ton:

- ❖ Cold Mix Patch
 - Plant Pick-Up Price ----- \$ _____
 - Delivered Price ----- \$ _____



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Phone: (423) 727-7861

Requisition # 35652

Bid Name Asphalt Products 23-4

Company Name: _____

Company Mailing Address: _____

Primary Contact Information:

Name _____

Phone # _____

Secondary Contact (If Applicable):

Name _____

Phone # _____

CONFLICT OF INTEREST (ACCORDING TO: T.C.A. 5-14-114) - No member of County of Johnson Legislative body, and no other officer, employee, or agent of the County of Johnson who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.

IRAN DIVESTMENT ACT – By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

NON-COLLUSION AFFIDAVIT – The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Johnson County, TN has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid.

BOYCOTT OF ISRAEL STATEMENT – By submission of this signed bid, the bidder certifies that the vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Per Tennessee Code Annotated, Title 12, Chapter 4, Part 1, as amended by Public Chapter 775.

Terms & Conditions – The Johnson County, Tennessee General Procurement Terms and Conditions shall apply to this invitation to bid & State of Tennessee Supplemental Terms and Conditions shall apply to this invitation to bid.

The pricing in this bid submission shall be considered term contract pricing between the vendor and Johnson County, TN. Purchase orders will be based upon the submitted pricing and all vendor invoices shall reflect the product prices herein submitted. The undersigned firm or individual(s), proposes to follow all conditions set forth in this document, to furnish and deliver to the place designated, the named supplies/services at the prices quoted. Vendor guarantees all the above-named goods to be in accordance with specifications or equal, and to honor the submitted firm prices for the entire term or if not firm pricing the vendor shall provide price escalation adjustment letters in writing for the entire term which shall be July 1, 2023 until June 30, 2024.

_____ Date: _____

Vendors Signature

(AFFIX NOTARY SEAL)

Notary Signature _____

My Commission Expires _____



JOHNSON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Johnson County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. All questions pertaining to this bid shall be routed to the Johnson County Purchasing Agent via email to purchasing@johnsoncountyttn.gov or by calling 423-727-7861.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Johnson County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Johnson County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award (if any) will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Johnson County. Johnson County reserves the right: (1) to award bids received on an "all or none" basis, and/or by awarding to multiple vendors, and/or the basis of individual items, and/or groups of items, and/or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best which meets the needs of Johnson County. No local preference will be factored into awarding the contract(s) or purchase order(s), except those as applicable to the lawful fulfillment of awarded contract(s).
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established. Johnson County has the right to amend to or retract from this solicitation any language that it deems should be changed in order to receive the most responsive bid submission for the benefit of Johnson County. These amendments or retractions must be completed 72 hours prior to the bid submission deadline. Johnson County will attempt to inform all known parties interested in this Invitation to Bid of these amendments to the best of its ability. Johnson County is not liable to ensure receipt of these amendments by any bidder. Amendments not realized in bid submission documents may result in the bidder being deemed as non-responsive.
9. **BID COPIES:** Johnson County requires that one original bid be submitted, unless otherwise stated in the bid package.

10. BID DELIVERY: Johnson County requires that all bids be submitted and time/date-stamped by the required submission date and before the time specified in the bid documents to be considered, regardless of method of delivery. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned. Johnson County will not be responsible for any lost or misdirected mail sent by common carrier. Bids left with anyone other than the Purchasing Agent are not considered delivered to or received by the Purchasing Agent. Johnson County will not be responsible for bids delivered to other addresses other than the one listed at the top of this solicitation. The Purchasing Agent's clock shall serve as the official record of time. Bids are not considered delivered until the Purchasing Agent has acknowledged the sealed document is in their possession.

Solicitations must be in a sealed envelope/box prior to entering the Purchasing Agent's office. Purchasing Department personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Purchasing Department is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

11. BID FORMS: Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted. All original bids submitted must be signed in ink to be considered.

12. BID PREPARATION: Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Johnson County, if any. Expenses for bids shall not be chargeable to Johnson County in any manner.

13. BID PRICING: Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.

14. BID SUBMISSION AND TRANSMISSION: Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Johnson County, TN. All responses to this invitation become the property of Johnson County.

Due to the nature of information requested, the Johnson County Purchasing Agent will not accept electronically transmitted bids. Any Bids/Proposals submitted via e-mail or facsimile machine will not be accepted.

15. BOYCOTT OF ISRAEL STATEMENT: By submission of this signed bid, the bidder certifies that the vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Per Tennessee Code Annotated, Title 12, Chapter 4, Part 1, as amended by Public Chapter 775.

16. BRAND NAMES: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

17. CODE OF ETHICS: Johnson County, through its Procurement Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Johnson County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

18. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
19. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
20. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
21. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*
22. **DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
23. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
24. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
25. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Johnson County, Tennessee. The Courts of Johnson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
26. **GRANT FUNDED PURCHASES:** For purchases that are grant funded, the Grant Agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the Grant Agreement and the General Terms and Conditions of the Bid or RFP, the Grant Agreement Terms and Conditions shall prevail.

27. **INCLEMENT WEATHER:** During periods of inclement weather in Johnson County, the Purchasing Department will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Purchasing Agent.
 - Johnson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
28. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
29. **IRAN DIVESTMENT ACT:** By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.
30. **MULTIPLE BIDS:** Johnson County will consider multiple bids that meet specifications.
29. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
30. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
31. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Johnson County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement. No member of the County Legislative Body, and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.
32. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers' covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

33. **PAYMENT METHOD:** Johnson County utilizes Purchase Orders when placing orders for products. Hard Copy Purchase Orders will be generated by the Johnson County Purchasing Department and will be made to the vendor upon request. The Johnson County Director of Accounts & Budgets has final say as to the payment of invoices.
34. **PAYMENT TERMS:** Johnson County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the bid documents.
35. **POSSESSION OF WEAPONS:** All vendors and their employees and their agents shall comply with all “No Firearms Allowed” signs posted at government buildings.
36. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act and the Johnson County Open Records Policy, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed. All public records pertaining to procurement shall be open for inspection by Tennessee Residents during normal business hours as scheduled in advance with the Purchasing Agent. Requests for copies of procurement records are also subject to these same policies.
37. **PROTEST OF AWARD:** Any vendor who has submitted a timely bid or proposal in response to a solicitation may protest the recommendation of award for a contract. Such protest concerning the award of any bid or proposal shall be addressed to the Johnson County, TN Purchasing Agent. Protest shall be made in writing to the Purchasing Agent and shall be filed within five (5) business days after the intended award is publicly announced. A protest is considered filed when received by the Purchasing Agent and written confirmation is given back to the protester. The written protest shall include the name and address of the protester, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The submitted information will be reviewed with the appropriate Department Head and County Attorney to render a final decision and a formal response provided within five days. This decision relative to the protest shall be considered final.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

38. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Johnson County that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
39. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Agent *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
40. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
41. **SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.
42. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
43. **TAXES:** Johnson County is a Tennessee Government tax-exempt organization. Tennessee Sales, Use &/or federal excise taxes should not be included in your bid.

44. **TERM BID AGREEMENTS:** If this bid results in term bid contract pricing with the vendor, Johnson County must receive all general price decreases that other similar customers receive. Johnson County may choose to issue purchase orders as a contract based off of bid submission pricing, in lieu of separate contract documents.
45. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Johnson County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Johnson County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Johnson County, either at law or in equity.
46. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by the County by giving written notice to the Contractor, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
47. **TERMINATION DUE TO NON-APPROPRIATION:** Johnson County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
48. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Johnson County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own procurement documents for purchasing of the goods. Bidder agrees that Johnson County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
49. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The County shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
50. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern. Johnson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.
51. **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
52. **VENDOR REGISTRATION:** A completed W-9 shall accompany the vendor's bid submission.
53. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Johnson County's authorized VISA Procurement Card (P-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment by Johnson County.
54. **WARRANTIES:** All warranty information must be furnished.
55. **WAIVING OF INFORMALITIES:** Johnson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Johnson County.

JOHNSON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

State of Tennessee Supplemental Terms and Conditions

Conflicts of Interest:

The Vendor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

Non-Discrimination:

The Vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applications, notices of discrimination.

Records:

The Vendor and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Vendor and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Vendor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

Debarment and Suspension:

The Vendor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Vendor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.



JOHNSON COUNTY PURCHASING DEPT.

211 North Church Street
Mountain City, Tenn. 37683
423-727-7861

DUSTIN SHEARIN
PURCHASING AGENT

CONTRACT MONITORING

Johnson County requires that sub-recipients maintain records of those ethnic and gender groups who are awarded bids on projects.

FOR TITLE VI COMPLIANCE, WE ASK VOLUNTARY DISCLOSURE OF THE FOLLOWING INFORMATION:

GENDER: MALE _____ FEMALE _____

RACE: CAUCASIAN _____

AFRICAN AMERICAN _____

HISPANIC _____

OTHER (PLEASE SPECIFY) _____

Johnson County in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 41 U.S.C. 2000d to 2000d-4 and Title 49 Code of Federal Regulations, hereby notifies all proposer's that it will affirmatively insure that in any contract entered into pursuant to this bid proposal, Disadvantaged Business Enterprises (DEB's) will be afforded full opportunity to submit proposals in response to bid invitations and will not be discriminated against on the grounds of race, creed, color, sex, national origin, or handicap in consideration for an award.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	Johnson County Government 211 North Church Street Mountain City, TN 37683
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																									
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number																									
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Bid Package Checklist:

- Review Specifications & Requirements within Invitation to Bid Document.
- Fully Signed & Notarized Original Invitation to Bid Document (Bid Submissions SHALL Include all pages originally provided in the Invitation to Bid).
- Completed W-9.
- If Voluntarily Completed, Title VI Contract Monitoring Form.
- Contractor Specific Information Documents (If necessary).
- Any other information necessary for review by Purchasing Agent or Johnson County Government.
- Properly prepared envelope according to requirements.